



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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**Michael D. Antonovich**  
Commissioners

**Carlos Jackson**  
Executive Director

June 28, 2005

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE MOU WITH DEPARTMENT OF CHILDREN AND FAMILY SERVICES FOR  
ACCEPTANCE OF INDEPENDENT LIVING PROGRAM FUNDS  
AND  
AUTHORIZE INTERAGENCY AGREEMENT WITH LOS ANGELES HOMELESS  
SERVICES AUTHORITY TO FUND EMANCIPATED FOSTER YOUTH PROGRAMS  
(ALL DISTRICTS)  
(3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Executive Director of the Community Development Commission to execute the attached Memorandum of Understanding (MOU) between the Commission and the Department of Children and Family Services (DCFS), for acceptance of \$2,262,386 in Independent Living Program (ILP) funds for the operation and contract administration of various County emancipated foster youth programs, to be effective following approval as to form by County Counsel and execution by all parties, through June 30, 2006; and authorize the Executive Director to execute two, one-year extensions to the MOU, at the same estimated level of funding, contingent upon DCFS's ILP budget for the subsequent years.
2. Authorize the Executive Director of the Commission to execute any and all documents necessary to complete the transfer of ILP funds from DCFS to the Commission for all years of the MOU, for the purposes described above.

3. Approve and authorize the Executive Director to execute an Interagency Agreement (Agreement), and related documents, with the Los Angeles Homeless Services Authority (LAHSA), for transfer of \$2,139,386 in ILP funds from the Commission to LAHSA, for emancipated foster youth program operation and contract administration, to be effective following approval as to form by County Counsel and execution by all parties, through June 30, 2006; and authorize the Executive Director to execute two, one-year extensions to the Agreement, at the same estimated level of funding, based on available funding and the mutual agreement of the parties.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:**

The recommended actions will authorize the Commission to accept ILP housing funds from DCFS, and to transfer these funds, less administrative costs, to LAHSA for the operation of housing programs for emancipated foster youth.

**FISCAL IMPACT/FINANCING:**

Under the terms of the MOU with DCFS, the Commission will accept \$2,262,386 in ILP funds. The Commission will then transfer \$2,139,386 to LAHSA to fund emancipated foster youth housing program costs. These funds will provide for all Independent Living Program costs for the coming fiscal year.

Both the MOU and Agreement may be extended for an additional two years, in one-year increments, at the same estimated levels of funding, based on available funding and the agreement of all parties.

Said compensation shall be paid by the Commission out of ILP funds received from DCFS for the fiscal year indicated. The parties understand and agree that such payment, if any, shall be conditioned upon receipt of said funds by the Commission from DCFS, and shall not be a charge on any other funds of the Commission.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The Foster Care Independence Act of 1999 (also known as the John H. Chafee Foster Care Independence Program) allocates funds to serve foster youth and former foster youth, up to the age of 21, in order to help prepare them for independent living. Up to 30 percent of the annual ILP allocation may be used for housing-related costs to assist Emancipated Foster Youth to live independently.

DCFS, as the County's child welfare agency, is the recipient and administrator of the County's annual allocation of ILP Funds from the State of California, through the Department of Social Services. In 2002 the Board approved an MOU between the Commission and DCFS to oversee the ILP housing allocation until June 30, 2005. Under the terms of the proposed MOU, the Commission will continue the oversight and

management of ILP funds through June 30, 2006. The MOU may be extended for an additional two years, in one-year increments.

The County's Emancipation Program Partnership (Partnership), which includes representatives from multiple County social service departments, commissions, and private partners, is under the direction of the Chief Administrative Officer and oversees the operations of the Emancipation Services Division of DCFS. The Partnership determined that the critical housing need for emancipated and emancipating foster youth may be better served by joining forces with the Commission and LAHSA, the County's housing experts.

According to the terms of the Interagency Agreement, LAHSA will procure and administer housing services under the County's Emancipation Services/Independent Living Program. Under this Agreement LAHSA will manage contracts awarded to community-based organizations that provide emergency and transitional housing needs for emancipated foster youth and conduct a Request for Proposals (RFP) process for housing services when needed. Both the Commission and LAHSA have expertise in conducting RFP processes and managing contracts with, and monitoring the performance of, community-based organizations that support housing needs.

The Commission will provide administrative and fiscal oversight to LAHSA for its ILP housing components, through Fiscal Year 2005-2006. The Interagency Agreement may be renewed for an additional two years, in one-year increments based on available ILP funding, and mutual agreement of the parties. The Commission has worked with LAHSA to develop and implement a work plan for the specific ILP funds with programmatic direction from the Partnership.

The MOU and Interagency Agreement have been reviewed by County Counsel and will be effective following approval as to form by County Counsel and execution by all parties.

DCFS is also requesting approval of this action in a separate item on today's agenda.

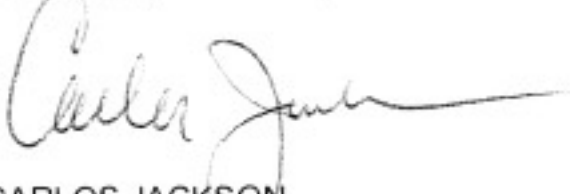
#### **ENVIRONMENTAL DOCUMENTATION:**

Approval of the transfer of ILP funds from DCFS to the Commission and from the Commission to LAHSA is exempt from the provisions of the National Environmental Policy Act, pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The activities are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA, and do not have the potential for causing a significant effect on the environment.

**IMPACT ON CURRENT PROGRAM:**

Approval of the recommended actions will ensure that needed housing resources are available to emancipating foster youth in Los Angeles County.

Respectfully submitted,



CARLOS JACKSON  
Executive Director

Attachments: 2

MEMORANDUM OF UNDERSTANDING BETWEEN  
  
LOS ANGELES COUNTY  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
AND  
COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES  
TO PROVIDE  
INDEPENDENT LIVING PROGRAM HOUSING PROGRAMS

This Memorandum of Understanding (MOU) or "Agreement" is entered into between the County of Los Angeles, by and through its Department of Children and Family Services (DCFS), and the Community Development Commission of the County of Los Angeles (the Commission).

**I. PURPOSE**

DCFS, as the County's Child Welfare Agency, is the recipient of and the administrator of the County's annual allocation of Independent Living Program Funds, under the Federal Foster Care Independence Act of 1999, as amended, herein call the "Act", from the State of California through the Department of Social Services (DSS); and

The Design Team was appointed by the Los Angeles County Chief Administrative Officer (CAO), now called the Los Angeles County Emancipation Partnership (Partnership), to oversee the operations of the Emancipation Services Division of DCFS, the Los Angeles County Probation Department and the Independent Living Program (ILP); and

Based on the recommendation of the Partnership, DCFS has allocated \$2,262,386 in the Fiscal Year 2005-2006 ILP budget for the administration and funding of housing program units; and

The purpose of this MOU is for the Commission to manage the implementation of the ILP Housing Programs (Program) for emancipated foster youth of Los Angeles County including Emergency Shelters that provide overnight stays in residential houses or apartments, Transitional Housing programs to assist youth in developing independent living skills and Assistance in securing and maintaining Permanent Housing. The Commission is to perform all the services set forth in the Program Description, Attachment A to this Agreement, attached hereto and incorporated herein by reference.

## **II. TERM OF MOU**

Services are to commence as of July 1, 2005 or whenever approved by the Board of Supervisors, and shall be completed no later than June 30, 2006. This Agreement may be extended annually for a maximum of two (2) years by mutual consent of DCFS and the Commission, subject to the receipt of additional funds by DCFS under the Act for County Fiscal Years 2006-2007 and 2007-2008.

## **III. COMPENSATION FOR SERVICES**

For performance of services described in the attached Program Description, DCFS shall pay the Commission an amount not to exceed two million two hundred sixty-two thousand three hundred eighty-six dollars (\$2,262,386), which payment shall constitute full and complete compensation for the Commission's services and the housing programs to be implemented under this MOU. Said compensation shall be paid by DCFS out of ILP Funds received from the Act for Fiscal Year 2005-2006, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment, if any, shall be conditioned upon the allocation by the State of said funds to DCFS, and shall not be a charge against any other funds of DCFS. Said funds shall be paid in accordance with the schedule set forth in the Budget, Exhibit C, attached hereto and incorporated herein by this reference. Any money received by the Commission hereunder and not incurred for costs pursuant hereto and/or during the term of this Agreement shall be returned to DCFS upon the expiration of the County Fiscal Year in which the Commission incurred costs for the ILP.

## **IV. DCFS RESPONSIBILITIES:**

- A. For year one, DCFS shall issue a County warrant to the Commission in the amount not to exceed two million two hundred sixty-two thousand, three hundred eighty-six dollars (\$2,262,386) in a lump sum as specified in the attached Budget (Exhibit C). Based on the recommendation of the Partnership Budget Committee, DCFS must approve the subsequent transfer of funds before the exercising of the additional two-year options.
- B. DCFS shall periodically monitor the project performance by the Commission on program activities as specified in the Program Description (Exhibit A), by review of project records and interviews with the Commission's staff as required by the County of Los Angeles, DSS and the Federal regulations governing projects funded under the Act. DCFS shall promptly notify the Commission of changes in any regulatory requirements specifically governing

the administration of ILP Funds that become effective following the execution of this Agreement.

- C. DCFS may, after review and evaluation of the Program, modify the amount of funds designated for the Program (exclusive of program administration) and/or require the Commission to implement changes in the scope of services to be performed by the Commission.

## **V. CDC RESPONSIBILITIES**

- A. The Commission shall request approval from the Board of Commissioners to accept a maximum of \$2,262,386 in ILP Funds from DCFS, effective July 1, 2005 through June 30, 2006 with two one-year options for renewal through June 30, 2008 should DCFS exercise its option to renew.
- B. Upon Board of Commissioner's approval, the Commission shall manage the ILP Funds received from DCFS by ensuring that the Funds are distributed and used in the manner and for the purposes for which they are prescribed in the Program Description (Exhibit A). Of the ILP Funds transferred from DCFS to the Commission, the Commission will be compensated based on expenditures up to \$123,000 for its actual and allowable administrative costs and oversight of this Program.
- C. The Commission shall provide an expenditure report to DCFS Finance each quarter within 25 calendar days of the close of the quarter, so DCFS can claim the expenditures for reimbursement by the State.
- D. The Commission will enter into an Agreement with the Los Angeles Homeless Services Authority (LAHSA) to transfer a maximum of \$2,139,386 in ILP Funds, to be made from time to time at the discretion of the Executive Director of the Commission, for ILP housing programs effective through June 30, 2006, with two one-year options for renewal, provided program goals and outcomes are satisfied, Exhibit B. LAHSA will be compensated a maximum of \$164,000 for its own administration and Program start-up costs. The remaining \$1,975,386 will be distributed by LAHSA to various housing providers that have successfully been awarded contracts through the request for proposal process to provide emergency shelter and transitional housing services.
- E. The Commission will oversee and monitor LAHSA's implementation and administration of the Program, including conducting a Request for Proposals (RFP) process, review of proposals, selection of grantees and management of contracts. The Commission will oversee the administration of ILP Funds to various housing providers and work with

LAHSA to ensure that all housing facilities provided under the Program are clean, safe and comfortable and develop and implement the work plan for use of the ILP Funds.

- F. The Commission will follow all applicable State and Federal regulations, including, but not limited to the California Department of Social Services State Regulations, Chapters 23-600 and federal Title IV-E Procurement regulations. Further, the Commission shall ensure that LAHSA abides by all applicable State and Federal regulation, including, but not limited to those referenced above in administering and overseeing the ILP. The Commission will require LAHSA to return all unspent ILP Funds not expended by June 30, 2006, for the designated purposes. Such returned funds will be returned to DCFS within 60 days of the close of the County Fiscal Year.

#### **VI. AMENDMENTS TO THE MOU**

DCFS may modify the amount of ILP Funds designated for the Program (exclusive of program administration) and /or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement. However, any other changes to this MOU must be accomplished by written consent of both parties.

#### **VII. TERMINATION OF MOU**

Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Any unused ILP Funds (exclusive of program administration) must be returned to DCFS by the Commission within 60 days of the close of the County Fiscal Year (e.g., June 30, 2006).

LOS ANGELES COUNTY DEPARTMENT  
OF CHILDREN AND FAMILY SERVICES

COMMUNITY DEVELOPMENT  
COMMISSION OF THE COUNTY OF  
LOS ANGELES

By: \_\_\_\_\_  
David Sanders, Ph.D., Director

By: \_\_\_\_\_  
Carlos Jackson, Executive Director



## **PROGRAM DESCRIPTION**

In order to meet the housing needs of the emancipated foster youth of Los Angeles County, the Commission shall enter into an interagency Agreement with Los Angeles Homeless Services Authority (LAHSA) to procure and administer housing services under the County's Emancipation Services/Independent Living Program. Under this Agreement LAHSA shall manage contracts awarded to community-based organizations that provide the following housing needs. and conduct a Request For Proposal (RFP) process when needed.

### Emergency Shelter

The Emergency Shelter programs shall provide overnight stays in residential facilities for homeless emancipated foster youth, for one night or longer, and include basic shelter and meal needs as well as supportive services to help the youth access a longer-term housing arrangement. The design of each program and services may be targeted to certain special needs (such as mental health or substance abuse issues) or may more broadly serve the target population.

Eligible program providers shall have experience with the target population and shall be private independent organizations, including but not limited to: non-profit corporations, community-based organizations, group home providers. All types of residential facilities may be considered, and eligible uses of Funds include operating, service and administrative costs related to operating the beds serving the homeless emancipated foster youth.

### Transitional Housing

The Transitional Housing programs shall assist emancipated foster youth in developing independent living skills and in moving into permanent housing. The program shall provide housing arrangements for at least one year with supportive services available, targeting special needs of young adults, such as developmental, behavioral, mental health, substance abuse, pregnancy and parenting issues.

### Other Housing Services

The Emancipation Program Partnership may expand or change the ILP housing program to further meet the needs to assist emancipated foster youth with additional services such as Housing Search & Resource Assistance and/or Rental Subsidies.

## PROGRAM GOALS AND OUTCOMES

### **Transitional Housing Program Goals**

The program will provide transitional housing and services to emancipated foster youth. Programs will document the number of people who exit the program.

a. **Residential Stability**

- 30% of participants will be placed in permanent housing within 18 months of entering the program. This is transitional housing; the program will assist them with getting into permanent housing.
- 75% of those participants placed in permanent housing will remain in housing for 4 months after they exit the program.
- 85% of the participants will remain in the program for six months
- 75% of client will remain in the program for one year

b. **Increased Skills or Income**

- 75% of participants will obtain increased income from employment or mainstream health and human services for special needs participants (government benefits such as Medicare, Medicaid, County Mental Health Services, Veterans Benefits, GR, SSI, SSDI) by the time they exit the program.
- 40% of participants will complete life skills classes (Daily Living Skills, Housing and Community Resources, Money Management, Self-Care/Self-Esteem Enhancement, Social Development, Getting Ready for the Job World, Work and Study Skills, Career and College Planning and show an increase in abilities by the time they exit the program *(Success in meeting this objective will be measured by on –going observation and documentation regarding participant skills as well as class certificates of completion will be tracked in client case files)*
- 40% of participant able to work will obtain full-time employment (part–time if also in school) by the time they exit the program.
- 40 % of participants who do not have a high school diploma or GED will obtain a GED by the time they exit the program.

c. Greater Self-determination

- 60% of participants will successfully complete the program. (*Success is measured by achieving 75% of goals laid out in their case plan by the time they exit the program or by maintaining employment and moving into permanent housing*).
- Within 6 months all participants will be assessed for SSI/SSDI and all eligible residents will have their applications approved by the end of 18 months.

### **Emergency Shelter Program Goals**

The program will provide emergency housing and services to emancipated foster youth. Programs will document the number of people who exit the program and place clients that exit the program into transitional or permanent housing.

a. Residential Stability

- 70% of participants will be placed in transitional housing within 90 days of entering the emergency shelter program.
- 85% of those participants placed in transitional housing will remain in transitional housing for 6 months after they exit the program.

b. Increased Skills or Income

- 75% of participants will obtain increased income from employment or mainstream health and human services for special needs participants (government benefits such as Medicare, Medicaid, County Mental Health Services, Veterans Benefits, GR, SSI, SSDI) by the time they exit the program.
- 60% of participants will complete at least two months of life skills classes (Daily Living Skills, Housing and Community Resources, Money Management, Self-Care/Self-Esteem Enhancement, Social Development, Getting Ready for the Job World, Work and Study Skills, Career and College Planning and show an increase in abilities by the time they exit the program (*Success in meeting this objective will be measured by on-going observation and documentation regarding participant skills as well as class certificates of completion will be tracked in client case files*))
- 40% of participants able to work will obtain full-time employment (part-time if also in school) by the time they exit the program.
- 40 % of participants who do not have a high school diploma or GED will obtain a GED by the time they exit the program.

c. Greater Self-determination

- 60% of participants will successfully complete the program. (*Success is measured by achieving 75% of goals outlined in their case plan by the time they exit the program, moving into transitional housing or by demonstrating self sufficiency with maintaining employment and moving into permanent housing*).

**Exhibit C**

**BUDGET**

(July 1, 2005 through June 30, 2006)

**ESTIMATED EXPENDITURES**

**TOTAL EXPENDITURES** **\$2,262,386**

LAHSA Administrative expenditure	\$164,000
CDC Administrative expenditure	\$123,000
Emergency Shelter Program expenditure	\$129,010
Transitional Housing Program Expenditure	\$1,846,376

**ESTIMATED REVENUE**

Independent Living Program (ILP) Funds **\$2,262,386**

**TOTAL REVENUE** **\$2,262,386**

## **INDEPENDENT LIVING PROGRAM INTERAGENCY AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Los Angeles Homeless Services Authority, a Joint Powers Authority, hereinafter called the "Operating Agency."

### **RECITAL**

#### **1. PURPOSE**

WHEREAS, the Commission has entered into an Agreement with the Los Angeles County (County) Department of Children and Family Services ("DCFS") to administer a portion of the County's Emancipation Services/Independent Living Program ("ILP"), which includes this project, under the John H. Chafee Foster Care Independence Act of 1999, as amended, hereinafter called the "Act"; and

WHEREAS, Operating Agency desires to participate in the ILP and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services. The Operating Agency shall enter into contracts with qualified and experienced housing agencies ("Contractors") to provide transitional and emergency housing and for independent living skills under ILP.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

### **TERMS AND CONDITIONS**

#### **2. TERM**

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect until June 30, 2006, unless sooner terminated as provided herein. This Agreement may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Commission.

#### **3. OPERATING AGENCY'S RESPONSIBILITIES**

Operating Agency agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Program Description (Appendix A). Additionally, Operating Agency will

incorporate the Program Goals and Outcomes (Appendix B) into every contract the agency enters into with the housing agencies.

#### **4. COMPENSATION**

- a. \$2,139,386 of ILP Fiscal Year 2005-2006 funds shall be distributed as follows:
- b. \$164,000 to Operating Agency for the cost of administrative oversight, selection and administration of contracts with the program providers under the programs described below.
- c. \$1,975,386 to Operating Agency to fund contracts with qualified and experienced organizations to provide housing to Emancipated Foster Youth in the form of three service programs:

12 Emergency Shelter Beds  
158 Transitional Housing Beds

The Operating Agency shall be paid in accordance with the Commission's standard accounts payable system.

The following condition must be met to fulfill this Agreement and ensure prompt payment: Operating Agency will submit a quarterly invoice on a form approved by the Commission for services rendered, and the Commission must approve this invoice.

\$534,848 of said funds shall be paid immediately upon the later of the execution of this Agreement or the date the Commission receives the funds from DCFS. Payment of the remaining \$1,604,538 shall be paid on an advance payment basis, \$534,846 on or about October 1, 2005; \$534,846 on or about January 1, 2006; and \$534,846 on or about April 1, 2006, or such other amounts as determined by the Commission at its sole discretion, and after receipt of an invoice from the Operating Agency approved by the Commission. Any money received by the Operating Agency hereunder and not expended for expenses incurred pursuant hereto and during the term of this Agreement shall be promptly returned to the Commission upon the expiration of the term of this Agreement.

Operating Agency shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Operating Agency after the expiration or other termination of this Agreement. Should Operating Agency receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Agreement.

## **5. SOURCES AND APPROPRIATION OF FUNDS**

Said compensation shall be paid by the Commission out of ILP funds received from DCFS for the fiscal year indicated in Exhibit A, for the express purposes specified. The parties understand and agree that such payment, if any, shall; be conditioned upon receipt of said funds by the Commission from DCFS, and shall not be a charge on any other funds of the Commission.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Operating Agency in writing within ten (10) days of receipt of non-appropriation notice.

## **6. MONITORING AND EVALUATION**

The Commission will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Agreement. Authorized representatives of the Commission, the County, the California Department of Social Services, and the U.S. Department of Health and Human Services shall have the right of access to all activities and facilities operated by the Operating Agency under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of ongoing program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Operating Agency shall make available for inspection during the term of this Agreement and for a period of three (3) years thereafter its performance, financial and all other records pertaining to performance of this Agreement to authorized Commission personnel, and allow said Commission personnel to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants, as required by the Commission.

Operating Agency agrees to submit all data that are necessary to monitor program accountability and progress in accordance with DCFS and Commission requirements in the format and at the time designated by the Executive Director or his designee.

## **7. ACCOUNTING**

The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and with the Los Angeles County Auditor Controller Contract Accounting and Administration Handbook.



**8. CHANGES**

The Commission may, from time to time, request changes in the scope of services of the Operating Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the Commission and the Operating Agency, shall be incorporated into this Agreement by written amendments.

**9. CHANGES IN FUNDING ALLOCATION**

The Commission reserves the right to reduce the funding allocation when the Commission's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the funding allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Agreement by written amendments.

**10. JOINT FUNDING**

For projects in which there are sources of funds in addition to ILP funds, Operating Agency may be required to provide proof of such funding. The Commission shall not pay for any costs incurred by Operating Agency, which are paid with other funds. All restrictions and/or requirements provided for in this Agreement, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources

**11. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Operating Agency, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Operating Agency's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

The Operating Agency shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **12. SUCCESSOR AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted by the Operating Agency except with prior written consent of the Executive Director of the Commission, or his designee. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Operating Agency.

## **13. CONFIDENTIALITY OF REPORTS**

The Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

## **14. SUBCONTRACTING**

The Operating Agency may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The Operating Agency shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## **15. INSURANCE**

Operating Agency shall procure and maintain at Operating Agency's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Operating Agency, its agents, representatives, employees or subcontractors.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insureds with respect to: liability arising out of activities performed by or on behalf of the Operating Agency; products and

completed operations of the Operating Agency; premises owned, leased or used by the Operating Agency.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than \$1,000,000 aggregate combined single limit, unless requirement has been waived in writing. This extends coverage claims arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial operations for the Operating Agency present no meaningful professional exposure, CDC Risk Management may waive compliance with this contract provision upon written request.

The Commission must separately approve any self-insurance program and self-insured retention.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Operating Agency shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Operating Agency to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

**16. INDEMNIFICATION**

Operating Agency shall indemnify, defend and hold harmless the Commission, the County, and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Operating Agency's acts and/or omissions arising from and/or relating to this Agreement.

**17. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission will evaluate Operating Agency's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Operating Agency's compliance with all contract terms and performance standards. Operating Agency deficiencies, which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Operating Agency. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 18 or 19, or impose other remedies as specified in this Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Operating Agency. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Operating Agency whether this Agreement will be terminated at the end of the current year or will be continued into the next contract year.

**18. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Operating Agency. In the event of such termination, Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

**19. TERMINATION FOR CAUSE**

This Agreement may be terminated by the Commission upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
- B. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three days by the Operating Agency, then notice of deficiency thereof in writing will be served upon Operating Agency by the Commission. Should the Operating Agency fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.
- D. If, through any cause, the Operating Agency shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Operating Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency under this Agreement shall, at the option of the Commission become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**20. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Operating Agency acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract are in compliance with their court-ordered child, family, and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission's Child Support Compliance Program and without limiting Operating Agency's duty under this Agreement to comply with all applicable provisions of law, Operating Agency warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**21. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S COMPLIANCE PROGRAM**

Failure of Operating Agency to maintain compliance with the requirements set forth in Paragraph 15, "*OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Operating Agency to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 19 - "*TERMINATION FOR CAUSE*" and pursue debarment of Operating Agency, pursuant to Commission Policy.

**22. POST MOST WANTED DELINQUENT PARENTS LIST**

Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Operating Agency understands that it is County's and Commission's policy to strongly encourage all Operating Agencies to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Operating Agency's place of business. The Child Support Services Department (CSSD) will supply Operating Agency with the poster to be used.

**23. INDEPENDENT OPERATING AGENCY**

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Operating Agency.

**24. EMPLOYEES OF OPERATING AGENCY**

*Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the

purposes of Workers' Compensation liability, employees solely of the Operating Agency. Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents or Contracting Agencies which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Operating Agency employees, agents or Contracting Agencies providing services for the Commission. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents or Contracting Agencies and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

**25. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

Operating Agency certifies under penalty of perjury under the laws of the State of California that the Operating Agency will comply with the requirements of the Drug-Free Workplace Act of 1990.

**26. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

**27. COMPLIANCE WITH LAWS**

The Operating Agency hereby agrees to be bound by all applicable regulations, policies, guidelines and requirements of the Act, and that it will comply with all applicable Federal, State, and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally-assisted program. Furthermore, the Operating Agency agrees to be bound by all applicable Federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to the California Department of Social Services State Regulations, Chapters 23-600, and federal Title IV-E Procurement regulations, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 Code of Federal Regulations Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Operating Agency shall comply with applicable standards, orders, or requirements issued under Section

306 of the Clean Air Act (42 U.S.C. 18579h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Operating Agency must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Operating Agency shall comply with the following laws in Sections 28-37, inclusive, and 46-48.

**28. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**29. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**30. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

Operating Agency shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**31. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT OPERATING AGENCIES AND CONTRACTING AGENCIES)**

Operating Agency shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Agreement, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race,



color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Operating Agency will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Operating Agency's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each Contracting Agency or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Operating Agency becomes involved in, or is threatened with litigation by a Contracting Agency or vendor as a result of such direction by the Commission, the

Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.

**32. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

Should the Operating Agency require additional or replacement personnel after the effective date of this Agreement, the Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

**33. FEDERAL LOBBYIST REQUIREMENTS**

The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Operating Agency must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or Contracting Agencies acting on behalf of the Operating Agency will comply with the Lobbyist Requirements.

Failure on the part of the Operating Agency or persons/Contracting Agencies acting on behalf of the Operating Agency to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**34. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Operating Agency shall notify its employees, and shall require each Contracting Agency to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### **35. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible on the Project.

### **36. OPERATING AGENCY RESPONSIBILITY AND DEBARMENT**

- A. A responsible Operating Agency is an Operating Agency that has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible Operating Agencies.
- B. The Operating Agency is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Operating Agency on this or other contracts which indicates that the Operating Agency is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Operating Agency from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Operating Agency may have with the Commission.
- C. The Commission may debar an Operating Agency if the Board of Commissioners finds, in its discretion, that the Operating Agency has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the Operating Agency's quality, fitness or capacity to perform a contract with the County, the Commission, the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission, the Housing Authority or any other public entity.
- D. If there is evidence that the Operating Agency may be subject to debarment, the Commission will notify the Operating Agency in writing of the evidence which is the basis for the proposed debarment and will advise the Operating Agency of the scheduled date for a debarment hearing before the Operating Agency Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Operating Agency and/or the Operating Agency's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the

debarment. If the Operating Agency fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Operating Agency may be deemed to have waived all rights of appeal.

- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to sub-Operating Agencies of County, Housing Authority or Commission Operating Agencies.

### **37. COMPLIANCE WITH JURY SERVICE PROGRAM**

1. Unless Operating Agency has demonstrated to the Commission's satisfaction either that Operating Agency is not an "Operating Agency" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Operating Agency qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Operating Agency shall have and adhere to a written policy that provides that its Employees shall receive from the Operating Agency, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Operating Agency or that the Operating Agency deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Operating Agency" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission Operating Agency and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Operating Agency. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Operating Agency has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Operating Agency uses any Contracting Agency to perform services for the Commission under the Contract, the Contracting Agency shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Operating Agency is not required to comply with the Jury Service Program when the Contract commences, Operating Agency shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and Operating Agency shall immediately notify the Commission if Operating Agency at any time either comes within the Jury Service Program's definition of "Operating Agency" or if Operating Agency no longer qualifies for an exception to the Program. In either event, Operating Agency shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Operating Agency demonstrate to the Commission's satisfaction that Operating Agency either continues to remain outside of the Jury Service Program's definition of "Operating Agency" and/or that Operating Agency continues to qualify for an exception to the Program.

4. Operating Agency's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract and/or bar Operating Agency from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

### **38. ACCESS AND RETENTION OF RECORDS**

Operating Agency shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Operating Agency which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Operating Agency is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

### **39. CONFLICT OF INTEREST**

The Operating Agency represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Operating Agency shall disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business, or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

### **40. SEVERABILITY**

In the event that any provision herein-contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**41. INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

**42. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**43. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Agreement.

**44. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Operating Agency. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**45. NOTICES**

Commission shall provide Operating Agency with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: Carlos Jackson  
Community Development Commission  
2 Coral Circle

Monterey Park, CA 91755

The Operating Agency: Mitchell Netburn  
Los Angeles Homeless Services Authority  
215 West 6th Street, 8th Floor  
Los Angeles, CA 90014

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Operating Agency and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**46. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Operating Agency shall notify and provide to its employees, and shall require each Contracting Agency to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix D – Required Contract Notices* of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**47. OPERATING AGENCY'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Operating Agency acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Operating Agency understands that it is the Commission's policy to encourage all Commission Operating Agencies to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Operating Agency's place of business. The Operating Agency will also encourage its Contracting Agencies, if any, to post this poster in a prominent position in the Contracting Agency's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Operating Agency with the poster to be used.

**48. FINANCIAL CLOSE-OUT PERIOD**

The Operating Agency agrees to complete all necessary financial close-out procedures required by the Executive Director or designee, within a period of not more than twenty five (25) calendar days from the expiration date of this Agreement. This time period will be referred to as the financial close-out period. The Commission is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial close-out period. After the expiration of the financial close-out period, those funds not paid to the Operating Agency under this Agreement, if any, will be returned to DCFS or may be immediately reprogrammed by Commission into other eligible activities in the Commission. The Executive Director, or his designee, may request a final financial audit for activities performed under this Agreement at the expiration of the financial close-out period.

**49. ENTIRE AGREEMENT**

This Agreement with Appendices A through D constitutes the entire understanding and agreement of the parties. This Agreement includes the following Appendices:

- A. Program Description
- B. Program Goals & Outcomes
- C. Required Contract Forms
- D. Required Contract Notices



**SIGNATURES**

IN WITNESS WHEREOF, the Operating Agency and the Commission have executed this Agreement through their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

COMMUNITY DEVELOPMENT  
COMMISSION OF THE COUNTY OF  
LOS ANGELES

LOS ANGELES HOMELESS  
SERVICES AUTHORITY

By \_\_\_\_\_  
Carlos Jackson  
Executive Director

By \_\_\_\_\_  
Mitchell Netburn

Title \_\_\_\_\_

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO PROGRAM:  
HOUSING DEVELOPMENT &  
PRESERVATION

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Taufiq K. "Syed" Rushdy  
Director

## **Appendix A**

### **PROGRAM DESCRIPTION**

In order to meet the housing needs of the emancipated foster youth of Los Angeles County, the Operating Agency shall enter into contracts with qualified and experienced housing agencies ("Contractors") to provide transitional and emergency housing with a program for independent living skills under the Emancipation Services/Independent Living Program (ILP).

- Operating Agency shall conduct fiscal and program monitoring of the Contractors in a manner customarily performed by the Operating Agency.
- Operating Agency shall provide the Commission with quarterly fiscal reports for ILP expenditures within 20 days of the close of each quarter.
- Operating Agency shall provide the Commission with quarterly program reports within 45 days of the close of the quarter.
- Operating Agency shall conduct onsite program monitoring visits with Contractors for the 2005-2006 fiscal year and provide written findings to the Commission on or before April 1, 2006.
- Operating Agency shall conduct a Request For Proposals (RFP) process when needed.
- In addition to fiscal and program monitoring, Operating Agency shall insure that Contractors:
  - Have program participants sign a housing contract that clearly states the transitional and/or emergency program's rules, including, but not limited to, ILP guidelines, program violation warnings and termination procedures.
  - Are informed of the requirement to follow California law for transitional housing, including, but not limited to, *Health and Safety Code § 50580 et seq.* and *California Civil Code § 1940*.
  - All contracts include required Program Goal and Outcomes (Appendix B)
- In conjunction with the Commission, Operating Agency will convene mandatory quarterly technical assistance meetings with all ILP contracted service providers.

The Commission shall provide administrative and fiscal oversight to the Operating Agency for the ILP Housing Components and provide programmatic assistance to implement the Emancipation Design Team work plan.

### **Emergency Shelter**

The Emergency Shelter programs shall provide overnight stays in residential facilities for homeless emancipated foster youth, for one night or longer, and include basic shelter and meal needs as well as supportive services to help the youth access a longer-term housing arrangement. The design of each program and services may be

targeted to certain special needs (such as mental health or substance abuse issues) or may more broadly serve the target population.

Eligible program providers shall have experience with the target population and shall be private independent organizations, including but not limited to: non-profit corporations, community-based organizations, group home providers. All types of residential facilities may be considered, and eligible uses of Funds include operating, service and administrative costs related to operating the beds serving the homeless emancipated foster youth.

### **Transitional Housing**

The Transitional Housing program shall assist emancipated foster youth in developing independent living skills and in moving into permanent housing. The program shall provide housing arrangements for at least one year with supportive services available, targeting special needs of young adults, such as developmental, behavioral, mental health, substance abuse, pregnancy and parenting issues.

### **Other Housing Services**

The Emancipation Program Partnership may expand or change the ILP Housing Program to further meet the needs to assist emancipated foster youth with additional services such as Housing Search & Resource Assistance and/or Rental Subsidies. Operating Agency will be given at least thirty (30) days prior written of any program changes.

## Appendix B

### PROGRAM GOALS AND OUTCOMES

#### Transitional Housing Program Goals

The program will provide transitional housing and services to emancipated foster youth. The Housing Providers will document the number of people who exit the program.

a. Residential Stability

- 30% of participants will be placed in permanent housing within 18 months of entering the program. This is transitional housing; the program will assist them with getting into permanent housing.
- 75% of those participants placed in permanent housing will remain in housing for 4 months after they exit the program.
- 85% of the participants will remain in the program for six months
- 75% of clients will remain in the program for one year

b. Increased Skills or Income

- 75% of participants will obtain increased income from employment (special needs participants will obtain government benefits such as Medicare, Medicaid, County Mental Health Services, Veterans Benefits, GR, SSI, SSDI) by the time they exit the program.
- 40% of participants will complete life skills classes (Daily Living Skills, Housing and Community Resources, Money Management, Self-Care/Self-Esteem Enhancement, Social Development, Getting Ready for the Job World, Work and Study Skills, Career and College Planning) and show an increase in abilities by the time they exit the program (*Success in meeting this objective will be measured by ongoing observation and documentation regarding participant skills as well as class certificates of completion, and will be noted in participant's case files*).
- 40% of participants able to work will obtain full-time employment (part-time if also in school) by the time they exit the program.
- 40% of participants who do not have a high school diploma or GED will obtain a GED by the time they exit the program.

c. Greater Self-determination

- 60% of participants will successfully complete the program. (*Success is measured by achieving 75% of goals laid out in their case plan by the time they exit the program or by maintaining employment and moving into permanent housing*).

- Within 6 months all participants will be assessed for SSI/SSDI and all eligible residents will have their applications approved by the end of 18 months.

### **Emergency Shelter Program Goals**

The program will provide emergency housing and services to emancipated foster youth. Housing Providers will document the number of people who exit the program and place clients that exit the program into transitional or permanent housing.

a. Residential Stability

- 70% of participants will be placed in transitional housing within 90 days of entering the emergency shelter program.
- 85% of those participants placed in transitional housing will remain in transitional housing for 6 months after they exit the program.

b. Increased Skills or Income

- 75% of participants will obtain increased income from employment (special needs participants will obtain government benefits such as Medicare, Medicaid, County Mental Health Services, Veterans Benefits, GR, SSI, SSDI) by the time they exit the program.
- 60% of participants will complete at least two months of life skills classes (Daily Living Skills, Housing and Community Resources, Money Management, Self-Care/Self-Esteem Enhancement, Social Development, Getting Ready for the Job World, Work and Study Skills, Career and College Planning) and show an increase in abilities by the time they exit the program (*Success in meeting this objective will be measured by ongoing observation and documentation regarding participant skills as well as class certificates of completion, and will be noted in participant's case files*)
- 40% of participants able to work will obtain full-time employment (part-time if also in school) by the time they exit the program.
- 40% of participants who do not have a high school diploma or GED will obtain a GED by the time they exit the program.

c. Greater Self-determination

- 60% of participants will successfully complete the program. (*Success is measured by achieving 75% of goals outlined in their case plan by the time they exit the program, moving into transitional housing or by demonstrating self sufficiency in maintaining employment and moving into permanent housing*).